

**Coaching Contract Term Sheet between Dana Holgorsen ("Coach")
and West Virginia University ("WVU")**

Dates of Employment: December 31, 2010 – December 13, 2016

Initial Payment: \$50,000 payable within ten (10) days of execution of Term Sheet by Coach and WVU

Total Compensation:	2011:	\$750,000
(Base Salary and Supplemental Compensation)	2012:	\$1,400,000
	2013:	\$1,650,000
	2014:	\$1,900,000
	2015:	\$2,150,000
	2016:	\$2,400,000

2011 Head Coach Proviso: In the event that Coach becomes Head Coach at any point before or during WVU's 2011 football season, Coach shall receive prorated Total Compensation at a rate of \$1,400,000 for the remainder of WVU's 2011 season and Total Compensation shall increase by \$250,000 for each subsequent year during the Term

Incentive Payments:

Regular season victories (not cumulative)

12	\$200,000
11	\$125,000
10	\$100,000
9	\$25,000

Season ticket sales including employee and mini packages (not cumulative)

34,000 season tickets sold	\$10,000
36,000 season tickers sold	\$15,000
38,000 season tickets sold	\$40,000
40,000 season tickets sold	\$50,000

Big East Conference

Regular season title	\$100,000
Regular season share of title or runner-up (including ties)	\$50,000

Post Season Bowls

Non-BCS Bowl Appearance	\$25,000
Non-BCS Bowl Win	\$25,000

BCS Game Appearance	\$75,000
BCS Game Win	\$50,000
BCS National Championship Game	\$100,000
BCS National Championship Title	\$150,000

Final Rankings (not cumulative)

Top 25 in ESPN/USA Today or AP polls	\$25,000
Top 10 in ESPN/USA Today or AP polls	\$50,000

FBS Total Offense National Rankings (not cumulative)

1 st	\$50,000
2 nd – 5 th	\$25,000

Team GPA (not cumulative)

2.60 or better for fall and spring semesters combined	\$20,000
2.80 or better for fall and spring semesters combined	\$25,000
3.0 or better for fall and spring semesters combined	\$30,000

Coach of the Year Awards (cumulative)

Big East Conference Coach of the Year	\$15,000
National Coach of the Year	\$50,000

Academic Performance Rating

(not cumulative)	
930	\$10,000
950	\$20,000

Incentive Cap* \$600,000

* In no event shall Coach be entitled to more than \$600,000 in incentive payments during any year of the Agreement

Other Conditions:

- a. Two (2) courtesy cars
- b. Suite at home games if available; if suite is not available, twenty-five (25) premium tickets
- c. Ten (10) premium tickets to any post-season bowl in which WVU plays
- d. Right to net profits from football camps
- e. Four (4) seats on team plane for each away game
- f. Country club membership
- g. \$5,000 annual athletic apparel allocation
- h. Eight (8) tickets to home men's and women's basketball games

Retention Payment

WVU shall pay Coach a retention payment of \$75,000 per annum on each December 8 during the Term.

Assistant Coach Pool:

- a. For the 2011 season, Coach shall have managerial authority over the offense, including, but not limited to, offensive play calling, offensive personnel decisions, hiring and firing of offensive assistant coaches, and shall have the authority to allocate \$1,000,000 among four (4) offensive assistant coaches of his choosing.
- b. The total assistant coach pool shall not decrease from the 2011 season going forward and shall increase not less than 3% in each successive year. In any season in which the football team qualifies for a post-season bowl, the total assistant coach pool shall increase not less than 5% over the previous year.
- c. Standard bonuses for all assistant coaches.

Head Coach Designee:

Coach shall become Head Coach of the WVU football program on the later of i) the day after the last regular season game of the 2011 football season, or ii) the day after the post-season bowl game following the 2011 football season, if applicable.

Termination for Convenience by WVU:

Base Salary and Supplemental Compensation for remaining years of Term

Termination for Cause by WVU:

Coach and WVU will work together to determine standard and reasonable "for cause" language including NCAA violations. In the event that Coach is terminated pursuant to this section, WVU shall only be obligated to pay base salary, supplemental and incentive compensation actually earned and accrued but unpaid through the date of termination, all of which shall be paid within thirty (30) days of termination.

Termination for Cause by Coach:

Base Salary and Supplemental Compensation for remaining years of Term

Termination for Convenience by Coach:

- a. On or before December 8, 2012: \$2,000,000

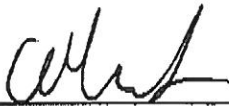
- b. On or before December 8, 2014: \$1,500,000
- c. On or after December 9, ²⁰¹⁴~~2015~~: ^{JSN}~~DT~~ \$1,000,000
- d. In the event that the WVU football program receives NCAA sanctions due to major infractions occurring prior to Coach's arrival resulting in i) losses of at least twenty (20) scholarships over a two (2) year period, or ii) two (2) or more seasons of post-season bowl probation, Coach shall be permitted to terminate the Agreement with no sums due to WVU.

This Coaching Contract Term Sheet will be supplemented by a full Employment Agreement in the immediate future which more thoroughly spells out the rights and responsibilities of the parties. In addition, this Coaching Term Sheet is subject to a standard background check which is being conducted by West Virginia University and agreed to subject to the mandates of West Virginia law.

Terms approved on December 14, 2010.

WVU

COACH



By: Oliver Luck
Director of Intercollegiate Athletics



Dana Holgorsen